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PART IV

Advertisements and Notices by Private Individuals and Private Bodies

THE SAURASHTRA OIL AND OIL SEEDS ASSOCIATION LTD.

NOTIFICATION

Rajkot, the 13th August 1958

The approval of the Central Government under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 has been obtained to the following amendment being made to the Bye-laws of the Saurashtra Oil & Oil Seeds Association Ltd., the same having been previously placed on the Notice Boards of the Association pursuant to Section 11 of the Forward Contracts (Regulation) Act, 1952 and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

For Bye-law 215, the following shall be substituted, namely;

"215. (1) If the Board, at a meeting specially convened in this behalf, consider that a state of emergency exists, or is likely to occur such as shall, in the opinion of the Board, make free trading in any hedge contracts for any delivery or deliveries extremely difficult, then, notwithstanding anything to the contrary contained in these Bye-laws, or in any hedge contracts made subject to these Bye-laws, the Board may, by a resolution passed by a majority of not less than 2/3rds of the Directors present (a fraction being counted as an integer) and at least 12 Directors voting in favour of the resolution and concurred in by the Forward Markets Commission, take any one or more of the following actions:—

- (A) The Board may (directly or through Ring Offices)
 - (a) Call for Oliyas from the members;
 - (b) Order that the outstanding transactions, in excess of the free limit, whether directly or indirectly entered into, be squared up within 72 hours;
 - (c) Prevent the direct or indirect overlapping of the free limit, for a particular period, or until further notice; and/or
 - (d) If it thinks fit, fix the highest and/or the lowest rates for trading for a particular period or until further notice and put the general trading in ordinary, usual course.

(B) When an emergency has been declared, on account of a concerning or a squeeze, or of any other type and inspite of the action or actions taken as stated in (A) above, the Board considers that the emergency still exists and the trading is difficult, then, it may, by a resolution passed by a majority of not less than 2/3rds of the Directors present (a fraction being counted as an integer) and at least 12 Directors voting in favour of the resolution and concurred in by the Forward Markets Commission, order all the remaining transactions to be closed out at a price fixed after taking into consideration the nature of the emergency, spot prices and the prices then prevailing in Saurashtra and at up-country centres and fix a special settlement day:

Provided, however, that:—

- (1) If any of the members desire to take or give delivery of the goods, fully or in part, instead of

settling the contracts at the rates fixed as above after their trade has come within free limits, such members shall so intimate in writing to the Ring Office concerned within an hour of the posting of the Notification on the Notice Boards of the Rings concerned about the prices as fixed under (B) above. The Ring Office concerned shall then distribute proportionately the outstanding Oliyas of the total sales and purchases and intimate the sellers and the buyers accordingly. It will be compulsory for such sellers and buyers to give and take delivery of goods of such sales or purchases proportionately. Such deliveries will be given or taken within fifteen days of the intimation.

- (2) If according to Oliyas it is found that there are sellers who want to give delivery as per (1) above but buyers do not want to take delivery, the latter shall have to intimate to the Ring Office concerned within 24 hours of the intimation and pay penalty as specified below in proportion to their Oliyas to the sellers. In counting this period of 24 hours Sundays, Holidays or non-working days shall not be excluded.
- (3) If according to Oliyas it is found that there are buyers who want to take delivery as per (1) above but sellers do not want to give delivery, the latter shall have to intimate to the Ring Office concerned within 24 hours of the intimation and pay penalty as specified below in proportion to their Oliyas to the buyers. In counting this period of 24 hours Sundays, Holidays or non-working days shall not be excluded.
- (4) The sellers or the buyers, as the case may be, shall proportionately give or take delivery subject to (2) and (3) above on the basis of the above mentioned statement in their Oliyas. Such a delivery shall be effective within 15 days from the time specified in (1) above and the buyer and the seller shall have to take and give delivery accordingly. But on the default of either the buyer or the seller to take or give delivery, the opposite party will square up his business at defaulter's cost and risk at the rate fixed by the Local Committee of the Ring concerned and the opposite party shall recover the loss from the defaulting party.

The penalty referred to in (2) and (3) above shall be at the rate of Rs. 0.50 nP per each tin of Groundnut Oil or Rs. 3.50 nP per each candy of Groundnut Kernels.

(2) (a) All differences between members, arising out of the closure of hedge contracts, under clause (1)(B) above, shall be paid through the Clearing House, on the settlement day, fixed under clause (1)(B) above, in accordance with the Clearing House Bye-laws.

(b) All differences between a member and a non-member arising out of the squared up transactions or due to closure of hedge contracts entered into under clause (1)

(A) and (B) above shall become immediate due and payable. A non-member is also liable for giving or taking the delivery of the goods, as the case may be, coming to his proportion or for its penalty as mentioned above, through the member".

N. G. VYAS

Secretary
The Saurashtra Oil & Oil Seeds Assn. Ltd.
Rajkot

THE BOMBAY OILSEEDS AND OILS EXCHANGE LIMITED

NOTIFICATION

Bombay, the 23rd August 1958

The approval of the Government of India under Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) to the following amendments being made to Bye-law 127 of the Bye-laws and Terms of Contract for Linseed of The Bombay Oilseeds and Oils Exchange Ltd., Bombay, the same having been previously published pursuant to section 11 of the Forward Contracts (Regulation) Act, 1952 and Rule 11 of the Forward Contracts (Regulation) Rules 1954—

I. In Bye-law 127—

- (a) In clause (c) delete the word 'Bold';
- (b) In clause (e) (2) delete the brackets, figures and words "(i) Bold and (ii) Small", and insert the word 'Linseed'.

II. In the Terms of Contract for Linseed—

- (a) Delete terms 1, 2 and 3 and insert the following as terms 1 and 2:—

1. The contract terms shall apply to Linseed grown in any part of India.

2. Basis—135 grains per gramme with mutual allowances to buyer or seller as under:—

(i) For every grain less than 135 grains per gramme at .10 per cent of the contract price to the seller;

(ii) (a) For every grain more than 135 grains per gramme but not exceeding 170 grains per gramme at .10 per cent of the contract price to the buyer;

(b) For every grain in excess of 170 grains per gramme at .15 per cent of the contract price to the buyer;

(c) If there are more than 190 grains per gramme, rejection at buyer's option."

(2) Delete term 4 and insert the following as term 3:—

"3. Refraction Basis:—Four per cent mutual. Over 4 per cent but not exceeding 9 per cent, allowance at full value to the Buyer. Over 9 per cent, allowance at full value to the buyer plus cleaning charges at such rates per 100 bags as may be fixed by the Board from time to time".

(3) Delete term 5 and insert the following as term 4:—

"4. (a) Foreign matter (dirt and non-oleaginous impurities) to be reckoned as full dirt.

(b) Dead Seeds—

(i) Upto 4 per cent to be reckoned as $\frac{1}{2}$ dirt.

(ii) Above 4 per cent to be reckoned as full dirt included in refraction".

(4) Re-number terms 6, 7, 8 and 9 as terms 5, 6, 7 and 8 respectively.

(5) Delete term 10 and insert the following as term 9:—
"9. Bags:—As per Bye-laws."

(6) Re-number terms 11 and 12 as terms 10 and 11 respectively.

B. R. CHINAI
Secretary

The Bombay Oilseeds and Oils Exchange Ltd.

MINISTRY OF LABOUR AND EMPLOYMENT

Employees' State Insurance Corporation

NOTIFICATION

New Delhi, the 29th August 1958

No. 29-(4)/4/57-Estt.—In pursuance of Section 25 of the E. S. I. Act, 1948 (XXXIV of 1948) as read with Regulation 10 of the E. S. I. (General) Regulations 1950, the Chairman, Employees' State Insurance Corporation is pleased to nominate Shri V. Rajeswar Rao, I.A.S., Secretary to the Government of Andhra Pradesh, Home Department, Hyderabad, to be a member of the Regional Board, Hyderabad Region under Regulation 10(1) (f) of the E.S.I. (General) Regulations 1950, and makes the following addition in the Corporation's Notification No. 29-(4)/4/57-Estt., dated the 8th July 1958, published in Part IV of the Gazette, of India, dated the 19th July 1958, namely:—

In the said notification under the heading 'Members Under Regulation 10(1)(f)', the following item shall be inserted, namely:—

"7. Shri V. Rajeswar Rao, I.A.S., Secretary to the Govt. of Andhra Pradesh, Home Department, Hyderabad."

V. M. ALBUQUERQUE
Director General

LOST, STOLEN OR DESTROYED

(As the case may be)

The Government promissory note No. MS003048 of the 3 per cent victory loan 1957 for Rs. 1,000.00 originally standing in the name of Imperial Bank of India and last endorsed to Panchayat Board, Tadepalligudem, the proprietor by whom it was never endorsed, to any other person, having been lost, notice is hereby given that the payment of the above note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security

Name of the advertiser—Commissioner and Special Officer.

Residence—(West Godavari Dt.) Tapelligudem Municipality.

(Sd.) P. VASUDEVARAO

Special Officer and Commissioner
Tapelligudem Municipality

Dated 15th May 1958

CHANGE OF NAME

Notice is hereby given that Iyer Kalyanaraman Rajagopalan employed as Probationary Assistant Mechanical Engineer in the Eastern Railway wants to effect modification of his name to Kalvanaraman Rajagopalan. He shall henceforth be known as Kalvanaraman Rajagopalan (K. Rajagopalan).

CHANGE OF NAME

"I, Nathu Ram Sadana, s/o Shri Jai Kishan of Pahar Ganj, Delhi, have changed my name to Rajendar Kumar Sadana".

NOTICE

Notice is hereby given that I, Nand Kishore s/o late L. Gobindram have retired from the following firms with effect from the date set opposite to them:—

1. Nand Kishore Udaychand, 1376, Chandni Chowk, Delhi—29th March 1958.
2. Gobindram Nandkishore, 23/25, 3rd Agari Lane, Bombay—5th April 1958.
3. M/s Roshanlal Singhania, 68, Cotton Street, Calcutta—5th May 1958.

NAND KISHORE

COMPANIES NOTICE

Panchanan Private Ltd., 4, Dariya Ganj, Delhi. (In liquidation)

Notice is hereby given pursuant to Section 485 of the Indian Company Act, 1956, an extra ordinary general meeting of the above company was called on the 24th July, 1958 and a special resolution was unanimously passed resolving to wind up the affairs of the above company voluntarily and that Shri Bala Prasad Varma, B.Com., 4, Dariya Ganj, Delhi was appointed sole liquidator.

Illegible
Liquidator

COMPANY NOTICE

Provincial Transport Co. Private Limited, 4, Daryaganj Delhi. (In Liquidation)

Members voluntarily winding up

Notice is hereby given pursuant to Section 485 of the Indian Company Act, 1956, an extraordinary general meeting of the above named company was held on 18th June 1958 and a special resolution was passed unanimously resolving to wind up the affairs of the company voluntarily and Shri Bala Prasad Varma, B.Com., 4, Daryaganj, Delhi was appointed sole liquidator.

Illegible
Liquidator

